

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 11	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-03-P-0233		<b>3. Award/Effective Date</b> 2003FEB18		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> NATE ACREE		<b>B. Telephone Number (No Collect Calls)</b> (309)782-1176		<b>6. Solicitation Issue Date</b>	
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630  <b>e-mail:</b> ACREEN@RIA.ARMY.MIL		<b>Code</b> W52H09  <b>10. This Acquisition Is</b> <input checked="" type="checkbox"/> <b>Unrestricted</b> <input type="checkbox"/> <b>Set Aside:</b> % For <input type="checkbox"/> <b>Small Business</b> <input type="checkbox"/> <b>Small Disadv Business</b> <input type="checkbox"/> <b>8(A)</b>  <b>SIC:</b> <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>  <input type="checkbox"/> <b>See Schedule</b>		<b>12. Discount Terms</b>	
				<input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>			
				<b>13b. Rating</b> DOA5			
<b>15. Deliver To</b> DEFENSE THREAT REDUCTION AGENCY ATTN PROPERTY MANAGEMENT OFC-ALLMP 8725 JOHN J KINGMAN ROAD FT BELVOIR VA 22060-6201  <b>Telephone No.</b>		<b>Code</b> HD2000		<b>16. Administered By</b> US ARMY CONTRACTING AGENCY, EUROPE ATTN: AEUCC-CAS-A APO NEW YORK 09710-5345  <b>Code</b> 123456			
<b>17. Contractor/Offeror</b> <b>Code</b> 65490 <b>Facility</b> BERETTA USA CORP 17601 BERETTA DRIVE ACCOKEEK MD 20607-9503  <b>Telephone No.</b>				<b>18a. Payment Will Be Made By</b> <b>Code</b> S91716 FINANCE & ACCOUNTING OFFICE (DSSN 5495) RAF BURTONWOOD BURTONWOOD ROAD GREAT SANKEY WARRINGTON CHESHIRE WA5 1UW APO AE 09448			
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>		<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b> <input type="checkbox"/> <b>See Addendum</b>					
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>
		SEE SCHEDULE					
(Attach Additional Sheets As Necessary)							
<b>25. Accounting And Appropriation Data</b> ACRN: AA 97 33010034HQ313000310311134D032200 S49012						<b>26. Total Award Amount (For Govt. Use Only)</b> \$9,594.22	
<input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.</b>						<input type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>	
<input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b>						<input checked="" type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>	
<b>28. Contractor Is Required To Sign This Document And Return _____ Copies</b> <input type="checkbox"/> <b>To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.</b>					<b>29. Award Of Contract: Reference _____ Offer</b> <input type="checkbox"/> <b>Dated _____.</b> Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:		
<b>30a. Signature Of Offeror/Contractor</b>					<b>31a. United States Of America (Signature Of Contracting Officer)</b>		
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b> SUZANNE K MCGREGOR /SIGNED/ MCGREGORS@RIA.ARMY.MIL (309)782-3127		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b>  <input type="checkbox"/> <b>Received</b> <input type="checkbox"/> <b>Inspected</b> <input type="checkbox"/> <b>Accepted And Conforms To The Contract Except As Noted</b>				<b>33. Ship Number</b>  <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>		<b>34. Voucher Number</b>	
<b>32b. Signature Of Authorized Government Representative</b>				<b>32c. Date</b>		<b>36. Payment</b>  <input type="checkbox"/> <b>Complete</b> <input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>	
						<b>37. Check Number</b>	
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>38. S/R Account Number</b>		<b>39. S/R Voucher Number</b>	
				<b>40. Paid By</b>			
				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>				<b>41c. Date</b>		<b>42b. Received At (Location)</b>	
						<b>42c. Date Recd (YYMMDD)</b> <b>42d. Total Containers</b>	

Name of Offeror or Contractor: BERETTA USA CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  <u>Supplies or Services and Prices/Costs</u>  NSN: 1005-01-000-0001 FSCM: 19200 PART NR: 92FS SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>  NOUN: BERETTA MODEL 92FS PISTOL,9MM PRON: WF3A0A65M1      PRON AMD: 01      ACRN: AA CUSTOMER ORDER NO: 032200  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Certificate of Conformance ACCEPTANCE: Destination  <u>Deliveries or Performance</u> DOC				

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PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.			
b. The following Packaging requirements shall apply:			
Preservation: COMMERCIAL			
Level of Packing: COMMERCIAL			
Quantity Per Unit Package: 1			
Quantity of Unit Packages Per Intermediate Container: SEE PARA 3			

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked

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in accordance with MIL-STD-129, Revision N, Date 15 may 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: NA

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
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DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

3	52.247-34	F.O.B. DESTINATION	NOV/1991
4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
5	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

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- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG				JOB		
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION		ORDER	ACCOUNTING	OBLIGATED
						NUMBER	STATION	AMOUNT
0001AA	WF3A0A65M1	AA	2	97 33010034HQ313000310311134D032200			S49012 \$	9,594.22
							TOTAL \$	9,594.22

  

SERVICE						ACCOUNTING		OBLIGATED
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION				STATION	AMOUNT	
Defense Agencies	AA	97 33010034HQ313000310311134D032200				S49012 \$	9,594.22	
						TOTAL \$	9,594.22	

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CONTRACT CLAUSES

6	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	FEB/2002
7	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
8	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/2002

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- \_\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_\_(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_\_(ii.) Alternate I to 52.219-5.
- \_\_\_\_(iii.) Alternate II to 52.219-5.
- \_\_\_\_(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- \_\_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- \_\_\_\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_(ii) Alternate I of 52.219-23
- \_\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- \_\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- \_\_X\_\_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- \_\_X\_\_(12) 52.222-26, Equal Opportunity (E.O. 11246).
- \_\_X\_\_(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- \_\_X\_\_(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- \_\_X\_\_(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- \_\_X\_\_(16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).

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\_\_\_\_\_(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).  
 \_\_\_\_\_(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).  
 \_\_\_\_\_(18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a-10d).  
 \_\_\_\_\_(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).  
 \_\_\_\_\_(ii) Alternate I of 52.225-3.  
 \_\_\_\_\_(iii) Alternate II of 52.225-3.  
 \_\_\_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)  
 \_\_\_\_\_(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).  
 \_\_\_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).  
 \_\_\_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).  
 \_\_\_\_X\_\_\_\_(24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).  
 \_\_\_\_\_(25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).  
 \_\_\_\_\_(26) 52.232-36, Payment by Third Party (31 U.S.C.3332).  
 \_\_\_\_\_(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)  
 \_\_\_\_\_(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).  
 \_\_\_\_\_(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).  
 \_\_\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).  
 \_\_\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).  
 \_\_\_\_\_(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).  
 \_\_\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6272)

9	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	DEC/2002
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☐ 52.203-3 Gratuities (Apr 1984) (10 U.S.C. 2207)
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)(10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (Dec 1991)(10 U.S.C. 2304).
- ☐ 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998) (10 U.S.C. 2327)
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996)(15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998)(41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7012 Preference for Certain Domestic Commodities (Apr 2002)(10 U.S.C.2533a note)
- ☐ 252.225-7014 Preference for Domestic Speciality Metals (Mar 1998) (10 U.S.C. 2533a note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (Dec 1991)(10 U.S.C. 2533a note).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and roller Bearings(Dec 2000)  
(☐Alternate I)(Dec 2000) (Section 8064 of Pub. L. 106-259).
- ☐ 252.225-7021 Trade Agreements (Oct 2002)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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- \_\_\_\_252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Mar 1998)(22 U.S.C. 2779)
- \_\_\_\_252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 1991)(22 U.S.C. 2755).
- \_\_\_\_252.225-7029 Preference for United States or Canadian Air Circuit Breakers (Aug 1998)(10 U.S.C. 2534(a)(3)).
- \_\_\_\_252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Mar 1998) (\_\_\_\_Alternate I)(Sep 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- \_\_\_\_252.227-7015 Technical Data - Commercial Items (Nov 1995)(10 U.S.C. 2320).
- \_\_\_\_252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999)(10 U.S.C. 2321).
- \_\_\_\_252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410)
- \_\_\_\_252.247-7023 Transportation of Supplies by Sea (May 2002) (\_\_\_\_Alternate I)(Mar 2000) (\_\_\_\_Alternate II) (Mar 2000)(10 U.S.C. 2631).
- \_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)(10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (Mar 1998)(10 U.S.C.2533a note).  
252.247-7023, Transportation of Supplies by Sea (May 2002)(10 U.S.C.2631).  
252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(End of clause)

(IA6720)

10            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            OCT/2001  
                 DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcmi.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-P-0233 <b>MOD/AMD</b>	<b>Page 11 of 11</b>
<b>Name of Offeror or Contractor:</b> BERETTA USA CORP		

SPI Process:\_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

\_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)